S	OLICITATION/CONT OFFEROR TO		R FOR COMME CKS 12, 17, 23, 24,		<b>I</b>	1033169			PAGE OF	9
2. CONTRACT NO			3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER				5. SOLICITATION NUMBER P17PS01167		6. SOLICITATION ISSUE DATE
7. FOF	R SOLICITATION	a. NAME			l <sub>r</sub>	. TELEPHONE	NUMBE	R (No collect calls)	8 OFFER D	04/26/2017 UE DATE/LOCAL TIME
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9. ISSUED BY	,		CODE P	SS	10. THIS ACQU	IISITION IS		JNRESTRICTED OR [	SET ASIDE:	100.00 % FOR:
NPS, SER - South MABO 33100 Tamiami Trail E Ochopee FL 34141					SMALL BUSINESS					ED NAICS:212312  NIZE STANDARD: 750
11. DELIVERY FOR FOB DESTINA- 12. DISCOUNT TERMS					CONTRACT IS	^	13b. RATING			
TION UNLESS BLOCK IS  MARKED  SEE SCHEDULE				RATED ORDER U DPAS (15 CFR 700				14. METHOD OF SOLICITATION  ☑RFQ □IFB □ RFP		
15. DELIVER TO CODE 0009060283				3	16. ADMINISTE	SS				
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17b. CHECK IF	F REMITTANCE IS DIFFEREN	IT AND PUT SUCH AI	DDRESS IN OFFER		18b. SUBMIT IN			SHOWN IN BLOCK 18a UNLI DENDUM	ESS BLOCK B	ELOW
19. ITEM NO.		SCHEDUL	20. E OF SUPPLIES/SER\	VICES		21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT
00010	Base rock pe integrity of estima	stockpile		delivery)	ng	2750	TN			
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25. ACCOUNTI	ING AND APPROPRIATIC	N DATA						26. TOTAL AWARD AMO	UNT (For Go	rt. Use Only)
□ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AN     □ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.2      □ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN     □ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER     ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  30a. SIGNATURE OF OFFEROR/CONTRACTOR					AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.  2.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.  2.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.  2.212-5 IS ATTACHED. ARE ARE NOT ATTACHED.  2.212-5 IS ATTACHED. ARE ARE NOT ATTACHED.  2.212-5 IS ATTACHED. ATTACHED.					
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30b. NAME AND TITLE OF SIGNER (Type or print)  30c. DATE SIGNED					31b. NAME OF CONTRACTING OFFICER (Type or print) Mary Stefanos  31c. DATE SIGNED					31c. DATE SIGNED

19. ITEM NO.	20.  O. SCHEDULE OF SUPPLIES/SERVICES					21. QUANTITY	22. UNIT	23. UNIT PI		24. AMOUNT
32a. QUANTITY	 ' IN COLUMN 21 HAS	BEEN								
RECEIVI	ED INS	PECTED ACCEPTE	D, AND CO	ONFORMS TO THE CON	NTRACT, E	XCEPT AS I	NOTE	D: _		
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 3.					32d. PRIN	2d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32					32f. TELE	2f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
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33. SHIP NUMB	BER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYM	6. PAYMENT 37. CHECK NUMBER				
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		CORRECT AND PROPER FOR PAY		1c. DATE	42a. RI	42a. RECEIVED BY (Print)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE			42b. R	42b. RECEIVED AT (Location)						
					42c. DA	42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS				
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Solicitation: P17PS01167 Requirement: Base Rock-BICY Set Aside: 100% Small Business

Offer Due Date: Monday, May 15 2017, 10:00am ET

Solicitation P17PS01167 is a combined synopsis/solicitation for commercial supplies prepared in accordance with the format in FAR Subpart 12.6, Solicitation for Commercial Items, as supplemented with additional information included here. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-95.

**SET-ASIDE:** The primary North American Industrial Classification System (NAICS) code is 212312 with a size standard of 750 employees. This project is set-aside 100 percent for small businesses under applicable NAICS code. YOUR SAM RECORD MUST REFLECT THAT YOUR COMPANY IS SMALL UNDER NAICS CODE 212312.

**REQUIREMENT:** Contractor shall provide all labor, supervision, licenses, tools, insurance, travel, and equipment necessary to deliver and stockpile approximately 2,750 tons of base rock, meeting IAW FDOT January 2017, Section 911 (Base and Stabilized Base Materials) Standard Specifications for Road and Bridge Construction. Contractor shall shall maintain the integrity of the stockpile using it's own personnel and equipment at the designated staging area identified by the government and comply with the Manual on Uniform Traffic Control Devices (MUTCD) guidelines.

**DELIVERY LOCATION**: Big Cypress National Preserve, Approximate GPS 26°13'52.35"N 81°17'16.76"W (North of HWY 75 and East of HWY 29). See attached area maps

**Exclusions**: Your company must not be excluded from conducting business with the federal government or be delinquent on a federal debt.

SITE VISIT: A site visit is scheduled for Monday, May 8, 2017 at 10:30am at Big Cypress National Preserve, HQ parking lot, 33100 Tamiami Trail E, Ochopee, FL 34141. Once meeting at the eastern parking lot of the HQ building, attendees will drive in a group to the delivery location. The purpose of this inspection is for contractors to ascertain the complexities and the location along with general local conditions which could materially affect conduct of operations of the cost thereof. Any questions must be submitted in writing to Mary\_Stefanos@nps.gov NO LATER THAN 10:00am (EST) on Wednesday, May 10, 2017. A summary of questions and answers arising from the site inspection and/or review of the package will be provided to all prospective contractors as a reposting to the solicitation. Only those written answers provided to all offerors will be the Government's official response to questions. Information provided at this site visit shall not qualify the terms and conditions of the solicitation and specifications. No oral questions will be accepted. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply. Attendance of this site inspection is considered vital to the preparation of a competitive and cost effective quote, and to understand the total result desired by the Government and important for each contractor to have qualified representation at the site inspection. NO individual site inspections will be conducted.

**OFFER DUE DATE**: The date that offers are due is May 15, 2017 at 10:00am ET. Your quote must be valid for at least 60 days. Email offers to Mary\_Stefanos@nps.gov. Offers must acknowledge receipt of

all solicitation amendments (if any). Ensure you've received confirmation of receipt. Offers received after 10:00am (EST) on May 15, 2017 will not be considered.

**QUESTIONS**: Email any questions to mary\_stefanos@nps.gov no later than 10am/EST May 10, 2017 to be addressed. Answers to questions will be posted in the same manner as this notice. It is the Offerors' responsibility to check for updated information and acknowledge any amendments with your offer. No oral or late questions will be accepted.

**OFFER FORMAT**: You can put your quote on the provided Standard Form 1449 or your own form, as long as you address each line item. Make sure your quote has the total price, your DUNS number, acknowledges any amendments and contains complete contact information. If using the SF 1449, ensure that blocks 17a (including DUNS) and pricing in blocks 23 and 24 along with blocks 30a, 30b and 30c are filled in before emailing.

**SUBMITTING A QUOTE:** Offers must be submitted via email to <a href="Mary\_Stefanos@nps.gov">Mary\_Stefanos@nps.gov</a>. Obtain emailed confirmation of offer. Offers must acknowledge receipt of any/all solicitation amendments and include all required information mentioned above. The offeror bears full responsibility for on-time delivery of the quote to the Contracting Officer; there will be no relief given for undelivered emails that aren't received in time.

**BASIS FOR AWARD:** NPS will select the quote(s) that represents the best overall value to the government.

**EVALUATION OF QUOTES**: Award will be made using Simplified Acquisition IAW FAR 13.106-2. A firm-fixed price award will be made to the responsible offeror submitting the quote that provides the best overall value to the Government considering past performance and price (equally weighted).

**AWARD**: The Contracting Officer anticipates awarding a FIRM FIXED PRICE purchase order on or around the middle of May 2017, to the firm that presents the best value to the government.

#### 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following web address: https://www.acquisition.gov (End of Clause)

The selected Offeror must comply with the following commercial item terms and conditions, which are incorporated herein by reference: FAR 52.212-1, Instructions to Offerors-Commercial Items (OCT 2016); FAR 52.212-2 - Evaluation-Commercial Items (Oct 2014), FAR 52.212-3, Offeror Representations and Certifications-Commercial Items (April 2016) with Alternate I, FAR 52.212-4, Contract Terms and Conditions-Commercial Items (Jan 2017); FAR 52.212-5, Contract Terms & Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jan 2017). The following clauses within FAR 52.212-5 are applicable: 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995), (41 U.S.C. 4704 and 10 U.S.C. 2402), 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509)), 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009, FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282)(31 U.S.C. 6101 note); 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or

Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note), 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313), 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644), 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)), 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)), FAR 52.219-30, FAR 52.219-28, Post Award Small Business Program Representation (Jul 2013)(15 U.S.C. 632(a)(2)); FAR 52.222-3, Convict Labor (Jun 2003)(E.O. 11755); 52.222-19, Child Labor— Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126), 52.222-21, Prohibition of Segregated Facilities (APR 2015), 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246), 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793), 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627), FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513); FAR 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C chapter 83); FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Action (May 2014) (41 U.S.C. 10a-10d, 19 U.S.C. 2112 note, Pub L 108-77, 108-78, 108-286, 109-53 and 109-169). (iii) Alternate III (May 2014), 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008), FAR 52.232-33, Payment by Electronic Funds Transfer-System for Award (Jul 2013)(31 U.S.C. 3332), 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.), 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67), and 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658)...

- 52.202-01 Definitions. (NOV 2013)
- 52.203-98 Prohibition On Contracting With Entities That Require Certain Internal Confidentiality Agreements-Representation (Deviation 2015-02) (Feb 2015)
- 52.203-99 Prohibition On Contracting With Entities That Require Certain Internal Confidentiality Agreements (Deviation 2015-02) (Mar 2015)
- 52.204-13 System for Award Management Maintenance (Jul 2013)
- 52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)
- 52.211-8 Time of Delivery (Nov 2016)
- 52.212-3 Offeror Representations and Certifications Commercial Items (Dec 2016)
- 52.212-4 Contract Terms and Conditions Commercial Items (Jan 2017)
- 52.215-6 Place of Performance (Oct 1997)
- 52.215-8 Order of Precedence Uniform Contract Format (Oct 1997)
- 52.216-1 Type of Contract (APR 1984)
- 52.219-1 Small Business Program Representation (Oct 2014)
- 52.219-6 Notice of Total Small Business Set-Aside (Nov 2011)
- 52.219-28 Post-Award Small Business Program Representation (Jul 2013)
- 52.222-3 Convict Labor (JUNE 2003)
- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000.00 (May 2014)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)
- 52.222-26 Equal Opportunity (Sep 2016)
- 52.222-41 Service Contract Labor Standards (May 2014)
- 52.222-50 Combating Trafficking in Persons. (MAR 2015)
- 52.222-55 Minimum Wages Under Executive Order 13658(Dec 2014)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service Construction Contracts (Sep 2013)
- 52.223-6 Drug-Free Workplace (May 2001)
- 52.223-17 Affirmative Procurement of EPA-designated Items in Service & Construction Contracts (May 2008)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
- 52.225-18 Place of Manufacture. (MAR 2015)
- 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (OCT 2015)
- 52.232-1 Payments (APR 1984)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40, Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)
- 52.233-3 Protest after Award. (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
- 52.242-15, Stop-Work Order (AUG 1989)
- 52.243-1 Changes Fixed-Price. (AUG 1987)
- 52.244-6 Subcontracts for Commercial Items. (Jan 2017)
- 52.246-2 Inspection of Supplies Fixed Price
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short-Form)
- 52.249-4 Termination for Convenience of the Government (Services) (Short Form) (Apr 1984)
- 52.249-8 Default (Fixed-Price Supply and Service)
- 52.253-1 Computer Generated Forms (Jan 1991)
- 1452.215-71 Use and Disclosure of Proposal Information-Department of the Interior. (APR 1984)

# DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: Vendor invoice must include name and address of the Contractor; invoice date and number; contract number, description, quantity, unit of measure, unit price and extended price of the items delivered; and delivery date and a copy of the trip tickets.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date.

Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

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Contractor Performance Information (DIAPR) 2010-14, Amendment 1	
Contractor Performance Assessment Reporting System (JULY 2010)	

Performance/compliance delinquencies and communication/management issues will be documented in

the official file and may be used as a reference for contract history, regardless of the value of the action.

## **DOI Agency Protests**

- (a) Interested parties may request an independent review at a level above the Contracting Officer of protests filed directly with the agency. This review is available as an alternative to consideration of the protest by the Contracting Officer or as an appeal of the Contracting Officer's response to the protest. An interested party may:
- (1) Protest to the Contracting Officer;
- (2) Protest directly to the Bureau Procurement Chief without first protesting to the Contracting Officer; or
- (3) Appeal a contracting officer's decision to the Bureau Procurement Chief.
- (b) Requests for Bureau Procurement Chief review should be addressed to:

Mary Stefanos S-MABO Contracting Officer 33100 Tamiami Trl E Ochopee, FL 34141 Mary\_Stefanos@nps.gov

c) Requesting independent agency review will not extend the Government Accountability Office's (GAO's) timeliness requirements. Any subsequent protest to the GAO must be filed within ten days of knowledge of initial adverse agency action (see 4 CFR 21.2(a)(3).)

(End of Clause)

#### 145.228-70- LIABILITY INSURANCE - DEPARTMENT OF INTERIOR

**JULY 1996** 

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

\$100,000.00 each person \$200,000.00 each occurrence \$100,000.00 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

#### **DIAR 1452.201-70 AUTHORITIES AND DELEGATIONS**

Sep 2011

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:
  - (c) The COR is not authorized to perform, formally or informally, any of the following actions:
- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
  - (2) Waive or agree to modification of the delivery schedule;
  - (3) Make any final decision on any contract matter subject to the Disputes Clause;
  - (4) Terminate, for any reason, the Contractor's right to proceed;
  - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk. (End of Clause)

### **Contract Administration Data**

Mary Stefanos
Contracting Specialist
National Park Service
33100 Tamiami Trail E
Ochopee, FL 34141
Telephone No. (239) 695-1104
Email: Mary\_Stefanos@nps.gov
(End of Clause)

\*

Atch 1: Area Maps